

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

The Mellinger Group, LLC
1200 Light Street, Unit B, Baltimore, Maryland 21230

2. Registration No.

6333

3. Name of Foreign Principal

Minou Tavarez Mirabel

4. Principal Address of Foreign Principal

Calle Fernando Valerio #5 esq. Dr. Núñez y Domínguez
Ensanche La Julia
Santo Domingo, D.N.
República Dominicana

5. Indicate whether your foreign principal is one of the following:

- ☐ Government of a foreign country¹
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- ☐ Partnership ☐ Committee
- ☐ Corporation ☐ Voluntary group
- ☐ Association ☐ Other (specify) _____
- ☒ Individual-State nationality Dominican Republic

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

N/A

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

N/A

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

An individual running for office in the Dominican Republic.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

The individual's campaign receives some financial subsidies from the political party Opcion Democratica

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
December 21, 2015	Stephanie Mellinger, Principal	/s/ Stephanie Mellinger eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

The Mellinger Group

2. Registration No.

6333

3. Name of Foreign Principal

Minou Tavaréz Mirabel

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The activities contemplated by the agreement involve political campaign fundraising consulting in the U.S.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Political campaign fundraising consulting in the U.S.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 21, 2015	Stephanie Mellinger, Principal	/s/ Stephanie Mellinger eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

THE MELLINGER GROUP, LLC

CONSULTING AGREEMENT

This Agreement, made and entered into as of the 14th day of December 2015, by and between Minou Tavárez Mirabal ("Client"), an individual running for office in the Dominican Republic, and The Mellinger Group, LLC, a Maryland limited liability company ("Consultant"), witnesseth:

In consideration of the mutual covenants contained herein, it is hereby agreed as follows:

1. Parties

- A. This Agreement is made between Client and Consultant. Consultant acknowledges that payment may be made from a campaign committee created by or for Client ("CAMPAIGN"). Consultant will work with staff of CAMPAIGN as directed by Client. Consultant acknowledges that funds raised pursuant to this Agreement may be directed to and/or made payable to CAMPAIGN.
- B. Client agrees that at no time will Consultant be paid by, or directed by, a political party (as that term is defined in 18 U.S.C. § 611(f)) in the Dominican Republic.

2. Services to be Performed

A. During the term of this Agreement, Consultant agrees to assist Client with fundraising activities ("Fundraising"). Consultant's services shall include:

- 1. Provide a written fundraising plan to increase contributions to the Client/Campaign employing tools for both high dollar, medium, low dollar (mail & email) programs.
- 2. Identify and solicit prospects in coordination with the Client through phone calls, finance committee, events, and direct email/mail programs.
- 3. Identify a call time manger (who would be paid directly by the Campaign) to work on the ground with Client to execute the day to day operations of the finance plan.
- 4. Manage call time manager/finance associate(s) day to day to assure finance plan is being executed correctly and adjusted if necessary.
- 5. Debrief the Client on her rolodex. Brainstorm, prioritize and execute needed donor research with help of the Campaign.
- 6. Train Client and Campaign staff on best practices for call time, set up call system, and assign duties to Campaign staff based on skills.
- 7. Manage finance committee operations including regularly scheduled conference calls and meetings.
- 8. Secure dates and locations for fundraising events with the Client in the United States as well as provide guidance to event hosts to help maximize their efforts.
- 9. Create and maintain a database for all contacts and commitments.
- 10. Collect commitments on behalf of the Client.
- 11. Provide regular progress reports on status of efforts, including a spreadsheet of

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commitments and pledges collected.

B. Consultant shall report to and work under the general direction of _____ and the general Consultant for the Campaign. Consultant will meet and consult as reasonably requested by the Client with Campaign staff and such others as Client staff may direct, though such meetings will primarily be conducted by telephone or videoconference.

C. It is understood and agreed that the direct event costs to be paid by the Client or Campaign in connection with Fundraising shall include creation, printing and mailing of invitations and follow-ups, catering, beverages, rental of space for events, lighting and audio-visual equipment, decorations, security, waiters and bartenders, ushers, coat check, valet parking and insurance (hereinafter "Fundraising Costs").

D. Consultant shall devote such time to the services to be performed hereunder as shall be necessary to ensure timely and satisfactory performance of said services. All services hereunder shall conform to the highest professional standards applicable to the work to be performed.

2. Compensation

A. Fees for Services.

1. As consideration for the services to be provided hereunder, Client shall pay Consultant ten percent of all gross contributions Campaign raises through January 31, 2016. Payment of commissions shall be made by wire transfer or check sent by overnight delivery on a weekly basis. Wires or overnight delivery of checks shall be commenced on the Monday of each week for the preceding week's fundraising.
2. Starting February 1, 2016, Client shall pay Consultant a monthly retainer of \$6,000. This retainer shall be paid by wire transfer or check sent via overnight delivery on the first of each month.
3. Starting February 1, 2016, Client shall also pay Consultant an additional \$5,000 for every \$500,000 in gross contributions raised by the Campaign. Client shall direct Campaign to provide Consultant with a report of all contributions raised by Campaign, to the extent there are contributions not tracked by Consultant, on the 15th of each month for the preceding month. The value of contributions reported shall be converted to United States dollars ("USD") using the rate of exchange published on the date the report is generated. At any point when \$500,000 has been raised (based the value of the contributions raised converted to USD on each monthly report) Client shall pay Consultant the additional compensation within 15 days by wire transfer or check sent by overnight delivery.
4. All income tax, sales or use taxes, value added taxes, or other taxes, however

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designated or assessed, imposed by any federal, state, local or foreign taxing jurisdiction or authority, including those imposed under the laws of the Dominican Republic, or any other tax based on or arising out of the performance by Consultant (excluding United States income taxes) of this Agreement shall be borne by Client.

B. Client shall be responsible for paying directly or for reimbursing Consultant for all Fundraising Costs incurred by Consultant on behalf of Client. Consultant shall submit its invoice for all such Fundraising Costs incurred by Consultant. Client shall pay such invoice within ten days thereof.

C. Client shall be responsible for reimbursing Consultant for out of pocket expenses incurred by Consultant in the performance of services hereunder, including but not limited to long-distance telephone, facsimile, overnight courier, local messenger service, freight and postage, travel, lodging and subsistence expenses incurred in the course of travel by Consultant's principals that is requested by Client; provided that, Consultant shall not be entitled to reimbursement for any single expenditure in excess of \$100 unless such expenditures has been approved by Client in writing in advance of such expenditure being incurred. Any travel to the Dominican Republic requested by Client shall be considered a request for an expenditure over \$100, and all such travel expenses are deemed to be approved in advance. Consultant shall submit an itemization of all such expenses together with each invoice submitted by Consultant to Client under section 2(B) hereof.

D. Any and all payments, contributions, donations, or transfers of funds made under this Agreement shall be made in United States' dollars ("USD"), unless prior approval in writing is obtained by the Parties. Such payments shall be recorded in the Parties' accounting records in USD.

3. Term and Termination

A. This Agreement shall come into effect as of the date first above written and shall continue in effect through and including May 31st, 2016 unless this Agreement is sooner terminated pursuant to the provisions of the next subparagraph.

B. Either party may terminate this Agreement upon forty-five (45) days prior written notice to the other party. In the event of termination, Client shall pay for fundraising completed through the effective date of termination, plus approved out of pocket expenses incurred on or before that date.

4. Miscellaneous

A. Neither party hereto may delegate its obligations or assign its rights hereunder to any other person or entity without the prior written consent of the other.

B. This Agreement shall be governed by and construed in accordance with the laws of the

State of Maryland. Any action arising in connection with this Agreement, including but not limited to, any action brought to remedy a breach of this Agreement, or to enforce the terms thereof, shall be brought in the courts sitting in the State of Maryland. Each party hereby agrees that any such action shall be brought exclusively in the courts of the State of Maryland; consents to the jurisdiction of such courts, and agrees that such courts shall be the proper venue for any such action.

C. If the Consultant or Client is required to institute legal action to collect or defend any amount due to the other, the party that prevails in such action, shall be entitled to recover the expenses of such collection, including reasonable attorney's fees and court costs.

D. It is understood and agreed that Consultant is an independent contractor and this Agreement does not create any partnership, joint venture or other relationship between Consultant and Client other than that of independent contractor.

E. Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, return receipt requested and, (i) if to the Client, addressed to _____ and (ii) if to Consultant, addressed to: The Mellinger Group, LLC, 1300 Light Street, Unit B, Baltimore, Maryland 21230 Attention: Stephanie Mellinger.

F. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof, supersedes all prior written and oral agreements and understandings relating to such subject matter and cannot be modified or amended except by a written instrument executed by both parties hereto. This agreement shall inure to benefit and be binding upon the signatories hereto, their legal representatives, successors, transferees and assigns.

G. Client agrees that any Fundraising activities it requests Consultant to perform are permissible under the laws of the Dominican Republic, and will provide Consultant with guidelines for conducting Fundraising activities in conformance with the laws of the Dominican Republic.

H. Client warrants that it is in full compliance with all applicable U.S. laws, regulations, and other legal standards and will remain in full compliance with all applicable laws and legal standards during the term of this Agreement, including export control, money laundering and economic sanctions laws, regulations and restrictions of the United States and other agencies and authorities based outside of the United States. Client warrants that it is in full compliance with all applicable laws of the Dominican Republic, regulations and other legal standards and will remain in full compliance with all applicable laws and legal standards during the term of this Agreement.

I. Neither Party shall take any action in violation of the U.S. Foreign Corrupt Practices Act, or other national or international resolutions or national anti-corruption legislation as applicable. Client specifically agrees Client and Campaign will make no promises or agreements with donors in exchange for contributions for official actions if Client is elected, and shall not request Consultant to make any such requests.

1. Client or Campaign shall establish an account in the Dominican Republic that can accept contributions denominated in USD. Consultant shall send checks collected from individuals located in the United States to Client for deposit in such account. Consultant is not responsible for converting any contributions raised from USD to any other currency.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

MINOU TAVÁREZ MIRABAL

By


Minou Tavárez Mirabal

THE MELLINGER GROUP, LLC

By


Stephanie Mellinger
Managing Member